REQUEST FOR PROPOSALS
CHRONIC DISEASE PREVENTION AND CONTROL BUREAU
For Marketing, Promotion and Referral of Evidence-Based Chronic Disease Programs and Coordinated Chronic Disease Work

Date of Issuance: March 2, 2015

Deadline for Submission: April 6, 2015

PUBLIC HEALTH DIVISION
Chronic Disease Prevention and Control Bureau
Diabetes Prevention and Control Program
Heart Disease and Stroke Prevention Program

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# TABLE OF CONTENTS

## I. INTRODUCTION

- **A.** Purpose of this Request for Proposal ........................................... 4
- **B.** Summary Scope of Work .............................................................. 5
- **C.** Scope of Procurement ................................................................. 8
- **D.** Procurement Agent ........................................................................ 8
- **E.** Definition of Terminology ............................................................... 9
- **F.** Background Information ................................................................. 14

## II. CONDITIONS GOVERNING THE PROCUREMENT

- **A.** Sequence of Events ........................................................................ 15
- **B.** Explanation of Events .................................................................... 16
  1. Issue of RFP ....................................................................................... 16
  2. Intent to Submit .................................................................................. 16
  3. Deadline to Submit Written Questions ............................................. 16
  4. Response to Written Questions/RFP Amendments ........................... 17
  5. Submission of Proposal ..................................................................... 17
  6. Proposal Evaluation ............................................................................ 17
  7. Selection of Finalists .......................................................................... 17
  8. Contract Award .................................................................................... 17
  9. Protest Deadline .................................................................................. 18
  10. Finalize Contract ............................................................................... 18
- **C.** GENERAL REQUIREMENTS
  1. Acceptance of Conditions Governing the Procurement ................. 18
  2. Incurring Cost ..................................................................................... 18
  3. Prime Contractor Responsibility ......................................................... 19
  4. Subcontractors .................................................................................... 19
  5. Amended Proposals ............................................................................. 19
  6. Offeror's Rights to Withdraw Proposal ............................................ 19
  7. Proposal Offer Firm ............................................................................. 19
  8. Disclosure of Proposal Contents ....................................................... 19
  9. No Obligation ....................................................................................... 20
  10. Termination ......................................................................................... 20
  11. Sufficient Appropriation .................................................................... 20
  12. Legal Review ....................................................................................... 20
  13. Governing Law ................................................................................... 20
  14. Basis for Proposal .............................................................................. 20
  15. Contract Terms and Conditions ....................................................... 21
  16. Offeror's Terms and Conditions ....................................................... 21
  17. Contract Deviations ........................................................................... 21
  18. Offeror Qualifications ....................................................................... 21
  19. Right to Waive Minor Irregularities ............................................... 21
III. RESPONSE FORMAT AND ORGANIZATION
A. Number of Responses .................................................. 23
B. Number of Copies .......................................................... 23
C. Proposal Format ........................................................... 23
   1. Proposal Organization ............................................... 23

IV. SPECIFICATIONS
A. Information ................................................................. 24
B. Mandatory Specifications .............................................. 24
   1. Letter of Transmittal .................................................. 24
   2. Table of contents ..................................................... 25
   3. Abstract ........................................................................ 25
   4. Offeror Capabilities .................................................... 25
   5. Problem/Needs Statement/Projected Outcomes .................. 27
   6. Proposed Scope of Activities ....................................... 27
   7. Performance Monitoring and Program Evaluation .............. 28
   8. Budget and Cost Explanation ....................................... 29
   9. Campaign Contribution .............................................. 30

V. EVALUATION
A. Evaluation Point Summary ........................................... 30
B. Evaluation Process ....................................................... 30

VI. CHECKLIST. .............................................................. 31

APPENDICES
A. New Mexico Department of Health Strategic Plan ............... 33
B. Diabetes Prevention and Control Program FY15 Work Plan .... 34
C. Links to Publications and Resources ................................. 38
D. Intent to Submit Form ................................................... 39
E. Contract Terms and Conditions ..................................... 40
   SAMPLE Contract .......................................................... 40
F. Budget Table and Cost Explanation ................................ 58
G. Campaign Contribution Disclosure Form ............................ 60
I. INTRODUCTION

A. Purpose of This Request for Proposals

The purpose of this Request for Proposals (RFP) is to secure contracts to fund the marketing and promotion of and referral to chronic disease prevention and management services and evidence-based programs throughout New Mexico (NM), with an emphasis on reaching underserved populations.

Chronic conditions and diseases, including obesity, prediabetes, diabetes, and cardiovascular disease are a significant public health problem in NM. Obesity, a serious health condition in and of itself, is also a major risk factor for many chronic diseases, especially diabetes. Almost 20% of third graders, about 12% of adolescents and approximately 30% of adults are obese. About 13% of NM adults are estimated to have diabetes (approximately 204,000 individuals); many are unaware that they have it. Prediabetes, a condition in which blood sugar is higher than normal but not as high as it would be with diabetes, affects many more New Mexicans than diabetes does. More than 500,000 NM adults are estimated to have prediabetes, and again, many are unaware that they have it. People with prediabetes are at higher risk for developing type 2 diabetes, heart disease, and stroke. About 8% of New Mexican adults have some form of cardiovascular disease. Heart disease is the leading cause of death in NM and accounts for over 24% of all deaths; the fifth and sixth leading causes of death respectively for New Mexicans are stroke and diabetes.

Offerors will propose initiatives that are aligned with the goals and strategies of the NM Department of Health (DEPARTMENT) Strategic Plan Fiscal Year 2014-2016, the Diabetes Prevention and Control Program (DPCP) work plan, coordinated chronic disease work plan supported by the Centers for Disease Control and Prevention, and other documents that guide the activities of the Diabetes Prevention and Control Program (DPCP) and/or the DEPARTMENT’S Chronic Disease Prevention and Control Bureau (CDPCB). More detailed information about these plans is in Appendices A and B.

The purpose of this RFP is to implement two components aimed at promoting, marketing, scaling, and sustaining chronic disease prevention and management services and evidence-based programs through:

1. Developing, implementing and evaluating health care provider, consumer, and stakeholder communication, marketing and promotional strategies and concepts, materials and/or campaigns that raise awareness about:
   a. Prediabetes and diabetes;
   b. Risk factors for these conditions;
   c. Related chronic conditions (e.g. obesity, heart disease, stroke);
   d. The National Diabetes Prevention Program (NDPP);
   e. The Stanford University School of Medicine Patient Education Research Center’s Chronic Disease Self-Management Education Programs, which include the Chronic Disease Self-Management Program (CDSMP), known as the Manage
Your Chronic Disease or MyCD in NM and the Diabetes Self-Management Program (DSMP), both available in English and Spanish;
f. Other community based services and programs that help people prevent and/or manage these chronic conditions;
g. Coordinated chronic disease and health promotion efforts and activities.

2. Developing a logo/brand for the DEPARTMENT’S Heart Disease and Stroke Prevention (HDSP) Program.

3. Developing, implementing and evaluating a comprehensive referral system for evidence-based prevention and self-management programs, including the NDPP, the CDSMP/MyCD and DSMP, and others to be determined. The referral system will be implemented primarily in health care settings, with a priority on settings that serve populations that experience chronic disease-related health disparities (e.g. those living in poverty). It will also:
   a. be in compliance with the Health Insurance Portability and Accountability Act (HIPAA);
   b. include mechanisms for self-referral; and
   c. Include mechanisms for post-referral and post-program participation feedback to an individual’s health care provider, which may involve use of the Electronic Health Record (EHR), patient portals and other information technology.

4. Developing, implementing and evaluating communication strategies for the CDPCB’s coordinated chronic disease prevention and health promotion activities to:
   a. Secure and maintain public support;
   b. Communicate the need for and demonstrate the value of coordinated chronic disease work to the public and stakeholders;
   c. Market the coordinated chronic disease work of the CDPCB.

In addition, the selected Offeror(s) must:
- Prepare and deliver monthly progress reports and invoices
- Prepare and deliver semi-annual evaluation reports
- Participate in collaborations with relevant stakeholders through calls, meetings, trainings, etc.

B. **Summary Scope of Work**

Work related to this RFP will build on marketing, promotional, referral system and related efforts achieved during the current (FY15) contract year. Two types of proposals will be accepted under this RFP. **Offerors who are interested in responding to both components must submit a separate proposal for each component.**

**Component 1: Marketing and promotional strategies and tools for health care providers and consumers**

1. Develop, implement and evaluate health care provider and consumer market value strategies, materials and/or campaigns that demonstrate the benefits of the DPCP’s evidence-based
prevention and self-management programs which include the NDPP and CDSMP/MyCD and DSMP (English and Spanish) for adults with prediabetes or at risk for diabetes, adults with type 2 diabetes, and adults with one or more chronic health conditions.

2. Develop, implement and evaluate health care provider and consumer **promotional** strategies that raise awareness among health care providers and priority populations, including state government employees and those in rural areas and in communities of highest need, of the availability of evidence-based prevention and self-management programs.

3. Develop strategies that address health care provider and consumer pain points and/or barriers that prohibit adults from accessing or participating in evidence-based prevention and self-management programs.

4. Develop a logo for the HDSP program.

An awardee of **Marketing and promotional strategies and tools for health care providers and consumers** (Component 1) will develop, implement, and evaluate messaging and marketing strategies and/or tools that educate health care providers and/or consumers about:
   a) Prediabetes and diabetes;
   b) Risk factors for diabetes;
   c) Related chronic conditions (e.g. obesity, heart disease, stroke);
   d) The NDPP;
   e) The CDSMP/MyCD and DSMP; and
   f) Other community based services and programs that help people prevent and/or manage these chronic conditions;
   g) Coordinated chronic disease and health promotion efforts and activities.

The awarding of contracts will be contingent upon sufficient funding availability as determined by the Director of the DIVISION.

Offerors will propose objectives and activities that are aligned with the goals and objectives of the NM Department of Health (DOH) Strategic Plan (Appendix A) and the DPCP FY15 work plan (Appendix B).

**Funding for Component 1 (Marketing and promotional strategies and tools for health care providers and consumers) will be distributed for the following activities, which may include but are not limited to:**

1. Developing tailored materials and campaigns using formative research that:
   a) Subscribe to health literacy/plain language guidelines and the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS Standards); and
   b) May require translation into Spanish or other languages.
Projects include but are not limited to educational messages and marketing tools for health care providers and consumers, including specific populations and/or geographic areas identified as priorities by DOH that address:

a) Prediabetes and diabetes;
b) Risk factors for diabetes;
c) Related chronic conditions (e.g. obesity, heart disease, stroke);
d) The NDPP;
e) The CDSMP/MyCD and DSMP;
f) Other community based services and programs that help people prevent and/or manage these chronic conditions; and
g) Coordinated chronic disease and health promotion efforts and activities.

For more information about plain language guidelines and CLAS Standards go to: http://www.plainlanguage.gov/howto/guidelines/FederalPLGuidelines and https://www.thinkculturalhealth.hhs.gov/Content/clas.asp

2. Developing promotional strategies and a dissemination/distribution plan for the marketing materials and campaigns for providers and consumers. Strategies must prioritize priority populations, including state government employees and those in rural areas and in communities of highest need.

3. Working with DOH, the referral system awardee and health system partners/contractors to align and coordinate marketing, promotion and referral efforts.

4. Developing a logo for the HDSP program.

5. Working with the Department to evaluate marketing materials, communication strategies and promotion efforts.

Component 2: Comprehensive Evidence-Based Programs Referral System

Develop and implement a comprehensive referral system for evidence-based programs, including the NDPP, the CDSMP/MyCD and DSMP and others to be determined. The referral system will be developed primarily for health care settings that refer patients to community-based programs. The system will also be in alignment and establish connections with mechanisms that allow for self-referral (e.g. websites, toll free numbers). A priority will be placed on health care settings that serve populations that experience chronic disease-related health disparities (e.g. those living in poverty).

Funding for Component 2 (Comprehensive Evidence-Based Programs Referral System) will be distributed for the following activities, which may include but are not limited to:

1. Identifying priority geographic areas to build the referral system.

2. Building infrastructure by:
a. Reaching out to federally qualified health centers and other primary care settings in priority areas to determine readiness and capacity to implement a referral system for evidence-based programs.

b. Selecting sites for the referral system that incorporate use of the patient-centered medical home and that utilize the Electronic Health Record (EHR) whenever possible.

c. Implementing use of the EHR system to identify patients:
   1. with chronic conditions (prediabetes, diabetes, hypertension) to refer them to appropriate programs such as the NDPP, CDSMP/MyCD or DSMP.
   2. who are using other health services (e.g., getting a flu shot, getting a blood pressure reading, breast and cervical cancer screening) to refer them to appropriate programs such as the NDPP, CDSMP/MyCD or DSMP.

d. Training site staff and providing technical assistance to selected sites as they implement the system.

3. Identifying other systems or entities (e.g. websites, toll free numbers) that could support self-referral mechanisms for programs such as the NDPP, CDSMP/MyCD or DSMP. Incorporate these systems into the comprehensive referral system.

4. Working with DOH, the marketing/promotion awardee, and health system partners/contractors to align and coordinate marketing, promotion and referral efforts.

5. Working with the Department to evaluate efforts to build a referral system.

**Funding will not be awarded for research projects.**

**C. Scope of Procurement**

The contract shall become effective upon approval of the Department of Finance and Administration and shall continue for four fiscal years at the discretion of the Department of Health contingent upon sufficient funding and satisfactory Scope of Work performance. In no circumstance shall the contract exceed a total of four years in duration.

**D. Procurement Agent**

The Agency has designated a Procurement Agent who is responsible for the conduct of this procurement whose name, address and contact information is listed below:

Christopher Lucero  
DOH/PHD/CDPCB/DPCP  
5301 Central Avenue NE, Suite 800  
Albuquerque, New Mexico 87108  
Telephone: (505) 222-8605  
Christopher.Lucero@state.nm.us

All deliveries via express carrier should be addressed as follows:
Any inquiries or requests regarding this procurement should be submitted to the Procurement Agent in writing. Offerors may contact ONLY the Procurement Agent regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

E. Definition of Terminology

This section contains definitions and abbreviations that are used throughout this procurement document.

“Activities” means specific and focused steps, events or interactions that collectively accomplish an initiative set forth in a Scope of Work.

“Agency” means the Department of Health.

“Chronic Disease Self-Management Education Programs” or “CDSME” is an umbrella term that means Stanford School of Medicine Patient Education Research Center’s evidence based self-management programs which include the Chronic Disease and Diabetes Self-Management Programs proven to maintain or improve health outcomes of adults with chronic conditions.

“Chronic Disease Self-Management Program or CDSMP, known locally as the Manage Your Chronic Disease (MyCD) Program, means the Stanford School of Medicine Patient Education Research Center workshop given two and a half hours, once a week, for six weeks, in community settings such as senior centers, churches, libraries and hospitals. People with different chronic health problems attend together. Workshops are facilitated by two trained leaders, one or both of whom are non-health professionals with chronic diseases themselves.

Close of Business” means 5:00 p.m. Mountain Standard Time.

“Contract” means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“Cultural Competency” means the ability of health care providers and health care organizations to understand and respond effectively to the cultural and linguistic needs brought by the patient to the health care encounter. Cultural competence requires organizations and their personnel to: 1) value diversity, 2) assess themselves, 3) manage
the dynamics of difference, 4) acquire and institutionalize cultural knowledge and 5) adapt to diversity and the cultural contexts of individuals and communities served.

“Deliverable” is a term used to describe a tangible or intangible object produced as a result of the activity that is intended to be delivered by the Contractor.

“DEPARTMENT” means Department of Health for the State of New Mexico.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Determination” means the written documentation of a decision by the Program Agent including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Diabetes Self-Management Program or DSMP, means the Stanford School of Medicine Patient Education Research Center workshop given two and a half hours, once a week, for six weeks, in community settings such as senior centers, churches, libraries and hospitals. Adults with type 2 diabetes attend the workshop in groups of 12-16. Workshops are facilitated by two trained leaders, one or both of whom are non-health professionals with chronic diseases themselves.

“Disparities” means a health outcome seen in a greater or lesser extent between populations. Race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location all contribute to an individual’s ability to achieve good health. It is important to recognize the impact that social determinants have on health outcomes of specific populations.

“DIVISION” means Public Health Division.

“DOH” means Department of Health for the State of New Mexico.

“DPCP” means the Diabetes Prevention and Control Program in the DIVISION in the New Mexico Department of Health.

“Electronic Health Record” or “EHR” means digital (computerized) versions of patients' paper charts. EHRs are real-time, patient-centered records. They bring together in one place everything about a patient's health. EHRs can:

- Contain information about a patient's medical history, diagnoses, medications, immunization dates, allergies, radiology images, and lab and test results;
- Offer access to evidence-based tools that providers can use in making decisions about a patient's care;
- Automate and streamline providers' workflow;
- Increase organization and accuracy of patient information;
• Support key market changes in payer requirements and consumer expectations.

One of the key features of an EHR is that it may be created, managed, and consulted by authorized providers and staff across more than one health care organization. A single EHR can bring together information from current and past doctors, emergency facilities, school and workplace clinics, pharmacies, laboratories, and medical imaging facilities. (HealthIT.gov)

“Evaluation Committee” means a body appointed by the DEPARTMENT management to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a document prepared by the Procurement Agent and the Evaluation Committee for submission to the Central Purchasing Office for contract award. It contains all written determinations resulting from the procurement.

“Evidence-based programs or practices” means programs or practices that: 1) Are interventions based on evidence that is generated by scientific studies published in peer-reviewed journals; 2) Produce positive outcomes; 3) Establish replication in different settings and populations over time. Successful, evidence-based programs deliver quantifiable, sustainable results and are cost-effective to implement. Evidence-based practices differ from approaches that are based on tradition, belief, convention or anecdotal evidence.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Formative Research” means research that is the basis for developing effective strategies, including communication channels, for influencing behavior change. It helps researchers identify and understand the characteristics - interests, behaviors and needs - of target populations that influence their decisions and actions. Formative research looks at the community in which an agency is situated, and helps agencies understand the interests, attributes and needs of different populations and persons in their community. Formative research occurs before a program is designed and implemented, or while a program is being conducted. Formative research can help: define and understand populations at greatest risk; create programs that are specific to the needs of those populations; ensure programs are acceptable and feasible to clients before launching; and improve the relationship between clients and agencies. Formative research should be an integral part of developing programs or adapting programs, and should be used while the program is on-going to help refine and improve program activities.

“Guide to Community Preventive Services” is a free resource developed by the United States Community Preventive Services Task Force containing evidence-based recommendations and findings about what works to improve public health. Please use the following link to read all Task Force findings and how to best utilize the guide: http://www.thecommunityguide.org/index.html
“Health Insurance Portability and Accountability Act or HIPAA” means a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services, these standards provide patients with access to their medical records and more control over how their personal health information is used and disclosed. They represent a uniform, federal floor of privacy protections for consumers across the country.

“ Initiative” means the desired accomplishment of a series of related activities within a Scope of Work.

“Health Literacy” is defined as “The degree to which individuals have the capacity to obtain, process, and understand basic health information and services needed to make appropriate health decisions.” (National Library of Medicine)

“Lobbying Activities” includes direct lobbying and grassroots or indirect lobbying. Direct Lobbying is a communication with a legislator (federal, state, local or foreign) or legislative staff member which: (1) refers to specific legislation; and (2) reflects a view on that legislation. Grassroots Lobbying is defined as a communication with the public that: (1) refers to specific legislation; (2) reflects a view on that legislation; and (3) includes a "call to action."

“Mandatory” The terms “must”, “shall”, “will”, “is required” or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

“The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards)” are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

“National Diabetes Prevention Program” or “NDPP” means the CDC-led evidence-based lifestyle change program for preventing type 2 diabetes that can help people cut their risk of developing type 2 diabetes in half. The Diabetes Prevention Program research study showed that making modest behavior changes helped participants lose 5% to 7% of their body weight - that is 10 to 14 pounds for a 200-pound person. These lifestyle changes reduced the risk of developing type 2 diabetes by 58% in people with prediabetes. Participants work with a lifestyle coach in a group setting to receive a 1-year lifestyle change program that includes 16 core sessions (usually 1 per week) and 6 post-core sessions (1 per month).

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
“Pain point” means a customer need or want; a problem, real, imagined or experienced by one’s customer. Pain points are from the customer’s point of view.

“Patient-Centered Medical Home” means a care delivery model whereby patient treatment is coordinated through their primary care physician to ensure they receive the necessary care when and where they need it, in a manner they can understand. The objective is to have a centralized setting that facilitates partnerships between individual patients and their personal physicians and when appropriate, the patient’s family. Care is facilitated by registries, information technology, health information exchange and other means to assure that patients get the indicated care when and where they need and want it in a culturally and linguistically appropriate manner. (American College of Physicians)

“Policy” or “Public Policy” can be generally defined as a system of laws, regulatory measures, courses of action, and funding priorities concerning a given topic promulgated by a governmental entity or its representatives.

“Population-based strategies or approaches” are those that can reach large numbers of people and improve the well-being of entire communities. Population-based principles use population-based data as the scientific basis for community level interventions.

“Priority populations” are specific populations where evidence points to health inequities or where a sub-group of the population is disadvantaged in terms of their health outcomes. Public Health identifies “priority populations” by surveillance data, epidemiological analysis, or other research, including community and other stakeholder consultations.

"Procurement Agent" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Results Based Accountability” (also known as outcome-based accountability) is defined as a management tool that can facilitate collaboration among human service agencies, as
a method of decentralizing services, and as an innovative regulatory process. At a
minimum, the term implies that expected results (also known as goals) are clearly
articulated, and that data are regularly collected and reported to demonstrate whether
results have been achieved.

“Secretary”: The Cabinet Secretary of the New Mexico Department of Health.

"Central Purchasing Office" means the purchasing agent for the State of New Mexico or
a designated representative.

“US Preventive Services Task Force (USPSTF),” is an independent group of national
experts in prevention and evidence-based medicine that works to improve the health of
all Americans by making evidence-based recommendations about clinical preventive
services such as screenings, counseling services, or preventive medications.

F. **Background Information**

This section provides background on the Department of Health (DEPARTMENT), the
Diabetes Prevention and Control Program, and the operating environment of the
DEPARTMENT which may be helpful to the Offeror in preparing the proposal. The
information is provided as an overview and is not intended to be a complete and
exhaustive description.

The Diabetes Prevention and Control Program is one of several programs within the
CDPCB. The CDPCB is part of the DIVISION. The DIVISION resides within the
DEPARTMENT.

**Department Of Health Mission**

Promote health and wellness, improve health outcomes, and assure safety net services for all
people in New Mexico.

**Public Health Division Mission**

The mission of the Public Health Division of the New Mexico Department of Health is to
work with individuals, families and communities in New Mexico to achieve optimal
health. We provide public health leadership by developing health policy, sharing
expertise with the community, assuring access to coordinated systems of care and
delivering services to promote health and prevent disease, injury, disability and
premature death.

**Diabetes Prevention and Control Program Goals and Background**

The DPCP promotes the health of New Mexicans through the following goals:

1. Prevent or delay diabetes.
2. Prevent complications, disabilities and burden associated with diabetes and related chronic conditions.
3. Eliminate diabetes and other chronic disease related health disparities.

Goal 1 is achieved through: 1) Promoting awareness of prediabetes among people at high risk for type 2 diabetes, including educating providers; and 2) Increasing the reach, capacity and sustainability of NM’s NDPP through infrastructure building (lifestyle coach trainings, helping organizations build capacity, insurance coverage).

Goal 2 is achieved through: 1) Increasing participation in diabetes self-management education (DSME) programs; 2) Providing resources such as the Stanford CDSMP/MyCD and DSMP and Kitchen Creations Cooking Schools for people with diabetes; 3) Working with the CDPCB’s HDSP to raise awareness about and increase blood pressure control through better management in clinical settings as well as self-management; 4) Working with the CDPCB’s Tobacco Use Prevention and Control Program (TUPAC) and others to raise awareness about the impact of tobacco exposure on people at risk for and with diabetes and to encourage people with diabetes who smoke to quit; and 5) Providing diabetes management resources to professionals such as web-based trainings and the NM Diabetes Advisory Council quarterly trainings.

Goal 3 is achieved through using data to identify populations and geographic areas at highest risk, prioritizing them for resources and ensuring that those resources and services are delivered in a culturally appropriate manner.

Epidemiology, surveillance and evaluation are incorporated across all of these goals and strategies.

This RFP incorporates a public health approach to health improvement which is the science and practice of protecting and improving the health of a community. In public health, the goal is to prevent disease in a whole population - a city, state or country, for example. This is different from the goal of health care, which is to care for individuals.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. **Sequence of Events**

The Procurement Agent will make every effort to adhere the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue of RFP</td>
<td>Agency</td>
<td>March 2, 2015</td>
</tr>
<tr>
<td>2. Intent to Submit</td>
<td>Potential Offerors</td>
<td>March 9, 2015</td>
</tr>
</tbody>
</table>
3. Deadline to Submit Written Questions  
   Potential Offerors  
   March 16, 2015

4. Response to Written Questions/RFP Amendments  
   Agency  
   March 20, 2015

5. Submission of Proposal  
   Offeror  
   April 6, 2015

6. Proposal Evaluation  
   Evaluation Committee  
   April 17, 2015

7. Selection of Finalists  
   Evaluation Committee  
   April 27, 2015

8. Contract Award  
   Agency  
   Upon approval of DFA

9. Protest Deadline  
   Offeror  
   15 days following Contract Award

10. Finalize Contract  
    Agency, Offeror  
    Upon approval of DFA

B. **Explanation of Events**

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. **Issue of RFP**

   The New Mexico Department of Health, Diabetes Prevention and Control Program is issuing the RFP on **March 2, 2015**.

2. **Intent to Submit**

   Potential Offerors may elect to hand deliver or return by registered or certified mail the "Intent to Submit Form" (Appendix D) that accompanies this document to have their organization placed on the procurement distribution list. The form shall be signed by an authorized representative of the organization, dated and returned by close of business on **March 9, 2015**.

   The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Offerors that do not opt to complete this form will continue to be eligible to submit a response to this RFP by the stated deadline, but are not guaranteed to receive updates and other important information pertaining to the RFP prior to their submission of a proposal.

3. **Deadline to Submit Written Questions**

   Potential Offerors may submit written questions as to the intent or clarity of this RFP until close of business on **March 16, 2015**. Written questions may be submitted by
email to the Procurement Agent at Christopher.Lucero@state.nm.us with the words “RFP Question” in the subject line.

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on **March 20, 2015** to all potential Offerors whose organization name appears on the procurement distribution list. Only potential Offerors who return a completed “Intent to Submit Form” (Appendix D) will receive copies of all Offerors’ written questions and the Agency’s written responses to those questions, as well as RFP amendments, if any are issued.

5. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT AGENT OR DESIGNEE NO LATER THAN 5:00 P.M. MOUNTAIN TIME ON April 6, 2015.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Agent at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offeror organizations that submit proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Proposal Evaluation

An evaluation committee appointed by the Agency management will perform the evaluation of proposals. This process will take place on **April 17, 2015**. The Procurement Agent may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**

7. Selection of Finalists

The Evaluation Committee will select and Procurement Agent will notify the finalists on **April 27, 2015**. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Contract Award

The contract(s) shall be awarded to the Offeror or Offerors upon approval of the Department of Finance and Administration, whose proposal is most advantageous,
taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposals may or may not have received the most points.

The award is subject to appropriate State approvals.

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations, which is fifteen (15) days after knowledge of the facts or occurrences giving rise to protest. Protests must be written and must include the name and address of the protestor and the request for proposal’s number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the relief requested. The protest must be delivered to the Procurement Agent.

Christopher Lucero  
DOH/PHD/CDPCB/DPCP  
5301 Central Avenue NE, Suite 800  
Albuquerque, New Mexico 87108  
Telephone: (505) 222-8605  
Christopher.Lucero@state.nm.us

Protests received after the deadline will not be accepted.

10. Finalize Contract

The contracts will be finalized with the most advantageous Offerors upon approval of the Department of Finance and Administration. In the event that mutually agreeable terms cannot be reached, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

C. General Requirements

This procurement will be conducted in accordance with the Central Purchasing Office’s procurement regulations, 1.NMAC.5.2.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. **Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. **Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. **Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. **Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Agent.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals or one hundred fifty (150) days after due date for the receipt of a best and final offer if one is solicited and submitted.

8. **Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Agent will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform
Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Office shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation
This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination
This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation
Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review
The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Agent.

13. Governing Law
This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal
Only information supplied by the Agency in writing through the Procurement Agent or in this RFP should be used as the basis for the preparation of Offeror proposals.
15. **Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix E, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix E, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Pursuant to 13-1-118 NMSA and DFA Rule 2NMAC40.2, all professional services contracts which may involve the aggregate expenditure of more than $200,000.00 shall be reviewed and approved by the Attorney General and the Department of Finance and Administration prior to execution by the Agency.

16. **Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Agency.

17. **Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. **Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. **Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so
does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

22. Agency Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Agent, the version maintained by the Procurement Agent shall govern.
III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Only one (1) response for each component may be submitted by an Offeror.

B. Number of Copies

Offerors shall deliver five (5) identical copies of their proposal to the location specified in Section I, Paragraph D, on or before the closing date and time for receipt of proposals. In addition, Offerors shall also deliver a single document on a compact disc (CD) or USB flash drive accompanying the hardcopy delivery of their proposal.

C. Proposal Format

All proposals must be typewritten in single spaced, size 12 Arial or New Times Roman font on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Margins shall be set at 1” on all sides of the pages. Pages must be numbered to match the table of contents.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

   a. Response to Mandatory Specifications (See Section IV, Paragraph B)
   b. Response to Agency Terms and Conditions (See Section II, Paragraph C.15)
   c. Offeror's Additional Terms and Conditions (See Section II, Paragraph C.16)
   d. Other Supporting Material (optional)

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must be included in the Budget and Cost Explanation (Section IV, Paragraph B.8).

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.
IV. SPECIFICATIONS

A. Information

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

Award of contracts may be based on criteria other than price. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered.

Proposals submitted to the DIVISION must provide information sufficient to describe the activities and expenditures to be supported by this proposal, and for the DIVISION to make a complete evaluation of the proposal. Therefore, the DIVISION, in its evaluation of proposals from eligible Offerors, will assign weights to each of the factors below:

1. Abstract
2. Offeror Capability
3. Problem/Needs Statement/Projected Outcomes
4. Proposed Scope of Activities
5. Performance Monitoring and Program Evaluation
6. Budget and Cost Explanation

B. Mandatory Specifications

1. Letter of Transmittal 0 Points

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

a. Identify the submitting organization,

b. Indicate the component for which the Offeror is applying, as described in Section I, Paragraph B. Components include: Component 1 - Marketing and promotional strategies and tools for health care providers and consumers and Component 2 – Comprehensive Evidence-Based Program Referral System.

Note: Offerors proposing work under both Component 1 and Component 2 contracts must submit separate proposals for each component.

c. Identify the name, title, telephone number and e-mail address of the person authorized by the organization to contractually obligate the organization,

d. Identify the name, title, telephone number and e-mail address of the person authorized to negotiate the contract on behalf of the organization,

e. Identify the names, titles and telephone numbers of persons to be contacted for clarification,

f. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1,

g. Describe current status of Offeror qualifications as stated in Section II, Paragraph C.18,
h. Acknowledge the receipt of any and all amendments to this RFP, and
i. Be signed by the person authorized to contractually obligate the organization.

2. Table of Contents 0 Points

Pages must be numbered to match the table of contents.

3. Abstract (1 Page Maximum) 5 Points

A one-page abstract summarizing the proposal must be included. The abstract should include an overview of the approaches proposed to reach the priority population(s).

4. Offeror Capability (5 Page Maximum) 25 Points

Offerors must provide information that clearly demonstrates the organization’s ability to successfully complete the proposed activities by responding to each of the following:

1. **Past Accomplishments:** Describe your organization’s recent history of accomplishments relevant to the proposed project or activities. Include process evaluation information (e.g. how many education/marketing campaigns developed, implemented, and evaluated; how many referral systems implemented; number of providers worked with and/or clients served) and outcome evaluation information, when available. Include performance under previous state contracts. Performance under prior contracts, including state agency-generated evaluations of prior performance, may be considered in verifying the correctness and credibility of the Offeror’s response.

2. **Staff Capacity:** Identify the principle staff and contractors, if applicable, to be assigned to this project by role and percent of time/budget. Include an organizational chart that demonstrates the functions for any outside contractors involved in your proposed project. Provide staff resumes as attachments or required qualifications of positions that are vacant.

3. **Subcontracts:** If a portion of the scope of work will be subcontracted to another individual or organization; provide information on the capability of the subcontractors including résumés of subcontract staff as attachments, or required qualifications if subcontractors have not been identified.

4. **Cultural Competency and Organizational Diversity:** Describe your organization’s approach to addressing the cultural characteristics of the populations the DEPARTMENT is proposing to serve. Include descriptions of past successes in serving diverse populations, as well as how organizational staff or contractors represent and respond to the communities they will serve.

5. **Other Funding Sources:** If you receive funding for diabetes and/or chronic disease prevention and control programs or services through other sources, briefly describe these services. Please address how the other services provided by the Offeror organization will complement the proposed DPCP services and how duplication of services will be avoided.
6. **Financial Capability:** Describe the organization’s financial capability to complete the activities proposed, including information about the organization’s ability to function within a deliverables-based budget and to allow for timely reimbursement of expenditures from the Department of Health.

7. **Capacity to Effectively Reach, Involve, and Mobilize:** The successful Offeror will demonstrate capacity to effectively reach, involve, and mobilize priority populations or those that serve them. Give examples of how your organization has included members of the priority population and/or or those that serve them in the planning, design, implementation and evaluation of previous education, marketing and/or referral system work.

8. **Capacity to Work with the Proposed Priority Population:** The successful Offeror will provide information that demonstrates the organization’s capacity to work with the target population(s) and/or those that serve them that is appropriate in terms of culture, language, literacy level, age, gender and other relevant factors.

9. **Marketing Research:** Provide a brief description of how the Offeror uses research in developing, implementing and evaluating marketing and promotion strategies, including how to identify health care provider and consumer **pain points**.

10. **Media Placement:** Describe the organization’s experience in media planning and buying.

11. **Creative Capabilities:** Proposers will demonstrate their marketing and promotion creative capabilities by submitting samples from at least two of the four categories outlined below:
   1) Three TV ads of your choice on a DVD or CD-ROM; and/or
   2) Three print ads or outdoor ads of your choice (presented on 8.5 x 11” paper); and/or
   3) Two social media campaigns, including analytic data showing both successful and unsuccessful portions of the campaign.
   4) Three additional items of your choice that illustrate your creative strengths.

12. **Social Marketing:** Describe your organization’s experience in utilizing and applying social marketing principals and techniques to conduct formative research for the purpose of designing culturally appropriate materials.

13. **Written Statement:** Describe in detail your organization’s experience in developing comprehensive referral systems for evidence-based programs or health services.

14. **Evaluation:** Describe the organization’s evaluation strategy to determine a) the effectiveness of all marketing and promotion strategies and 2) the effectiveness of the implementation of the referral system. For marketing and promotion include information on the organization’s capacity to provide information on Gross Rating Points (GRPs), media flight schedules and costs, web analytics, materials distribution.
15. **Accessibility for People with Disabilities:** Describe your organization’s ability to assure that appropriate marketing and promotional strategies and materials are both accessible to people with disabilities and are representative and reflective of people with disabilities (i.e. closed captioning, ADA web site compliance, Braille, large print, talent).

5. **Problem/Needs Statement/Projected Outcomes** (2 Page Maximum) 5 Points

The proposal must contain a problem statement that consists of a clear, concise, specific description of the problem, the geographic area to be served under the proposal, and the population, including any special characteristics of any priority populations to be served. The Offeror should include discussion and implications of related published reports from credible health organizations such as those listed in Appendix C, *Links to Publications and Resources*, and from applicable analyzed health indicators, health needs assessments, and epidemiological studies. Scores will be assigned on the basis of completeness, comprehensiveness, descriptiveness, relevance, and demonstrated understanding of the above.

6. **Proposed Scope of Activities** (7 Page Maximum) 40 Points

The proposal must contain a clear and detailed description of the activities and/or services to be funded as the result of this proposal. The proposal should describe activities that will support the DOH DPCP goals described in Section I.F., Background. Based upon the description of need, the goals of the DPCP, and the program components, describe the plan of activities the Offeror will develop and support using the requested funding.

Proposals for marketing services must describe the types of marketing that will be offered, the geographic distribution of services, and the priority populations to be served.

Scores will be assigned on the basis of the following items:

a. **Description of Activities**

   Provide a detailed description of what activities or operations the Offeror plans to support using the requested funding. Describe the activities that lead to achieving the objectives, including all related action steps and tasks and the persons responsible for completion of each. Include a description of the following for each activity (as applicable):

   1) What will be done?
   2) What methods will be utilized to ensure consistency, cultural appropriateness, and accuracy?
   3) What health care provider and consumer pain points will be addressed?  
      (Component 1 only)
4) When will it begin and when will it be completed (including timeline)?
5) Who will perform the activities or services?
6) Who is intended to receive the activities or services?
7) Where, geographically, will the activities or services occur?
8) How much will be done (number served etc. to justify budget request)
9) How will you accomplish it?
10) How will it be implemented?
11) How would the proposed work serve populations experiencing diabetes or chronic disease-related disparities?

b. Relationship to current services

Indicate whether the requested funding will support existing operations or new activities and operations. If the activities to be supported by the requested funding are only a portion of the services that the Offeror provides, either programmatically or geographically, briefly describe activities supported by other funding sources or that will remain unsupported based on the availability of additional funding.

If the Offeror anticipates applying for yearly contract renewal for up to three additional years, note key activities for future years. Note that Year 1 will be limited in time and scope (most likely 1-4 months). Years 2-4 will be full contract years.

This section will be scored in part on the basis of the persuasiveness of evidence that the services being proposed by the Offeror will impact the problem being addressed by this RFP.

7. Performance Monitoring and Program Evaluation (1 Page Maximum) 10 Points

All contractors funded under this RFP will be required to conduct ongoing evaluation of their contractual activities, using processes approved by the Program and that at a minimum, answer these questions:
- How much did we do?
- How well did we do it?
- Is anyone better off?

Program goals and objectives that will be evaluated must be clearly stated in the program proposal. Develop an evaluation plan that clearly describes how evaluation activities will relate to program goals and objectives and describe how the evaluation will be managed, including the following:

a. Describe the amount of time and resources that will be utilized in providing a comprehensive evaluation.

b. Describe who will be responsible for administering the outcome evaluation instruments, who will be responsible for data collection and analysis, and who will be responsible for preparing the semi-annual outcome evaluation reports.
c. Provide evidence of the organization’s ability to conduct evaluation activities. Please submit sample evaluation reports and outcome data from other programs and services.

8. **Budget and Cost Explanation**  (4 page maximum)  15 Points

The proposal must use the Budget Table and Cost Explanation format provided as Appendix F to present a deliverables-based budget that links with the proposed activities. “Deliverable” is a term used to describe a tangible or intangible object produced as a result of the activity that is intended to be delivered by the Contractor. A deliverable could be a report, a document, a meeting, a presentation or any other building block of an overall initiative. Contractors will be paid for the accomplishment of deliverables, as described in a finalized contract. Cost explanations must also be provided in narrative form. The evaluation scores will be assigned on the persuasiveness that this is the best way to spend the money to achieve the desired result. See sample below. **Note that Components 1 and 2 require separate proposals and separate budgets.**

<table>
<thead>
<tr>
<th>Initiative:</th>
<th>Activity Deliverables</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Focus Groups with Providers that serve Spanish speaking adults</td>
<td># at $___ per focus group</td>
<td>$____.00</td>
</tr>
<tr>
<td>NDPP promotional materials for providers that serve Spanish speaking adults</td>
<td># at $___ per promotional material</td>
<td>_____.00</td>
</tr>
<tr>
<td>NDPP educational materials for providers that serve Spanish speaking adults</td>
<td># at $_____ per educational material</td>
<td>_____00</td>
</tr>
<tr>
<td><strong>INITIATIVE TOTAL</strong></td>
<td></td>
<td>$____.00</td>
</tr>
</tbody>
</table>

Cost Explanation:  *Enter justification for proposed costs of each deliverable.*

If the total compensation included in the proposal exceeds $250,000.00, the Offeror must submit its most recent financial statement, audit report, and management letter comments. (Not included in the page limit.)

Pre-selected subcontractors and other business associations to be used by the Offeror in performance of the Scope of Work hereinafter described shall be identified. The prime contractor shall be liable for the contractual performance of any sub-contractor. Proposals need not have pre-selected subcontractors. If the Offeror plans to subcontract any or all of the Scope of Work, services to be provided and procedures
for selecting subcontractors should be concisely and clearly described. Prior written approval by the DEPARTMENT must be received for any subcontract over $1,000.00.

9. Campaign Contribution Disclosure Form (Appendix G) 0 Points

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>POINTS AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Letter of Transmittal</td>
<td>not scored</td>
</tr>
<tr>
<td>2. Abstract</td>
<td>5</td>
</tr>
<tr>
<td>3. Offeror Capability</td>
<td>25</td>
</tr>
<tr>
<td>4. Problem/Needs Statement/Projected Outcomes</td>
<td>5</td>
</tr>
<tr>
<td>5. Proposed Scope of Activities</td>
<td>40</td>
</tr>
<tr>
<td>6. Performance Monitoring and Program Evaluation</td>
<td>10</td>
</tr>
<tr>
<td>7. Budget and Cost Explanation</td>
<td>15</td>
</tr>
</tbody>
</table>

Total 100

B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Agent may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.6.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted.

5. The Offeror(s) whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.8. Please note, however,
that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

VI. CHECKLIST

In the checklist below, sections refer to mandatory elements of the proposal. The numbered items may be submitted as attachments. Proposal contents are not to exceed 19 pages, excluding attachments, letter of transmittal, and table of contents.

__ Letter of Transmittal

__ Table of Contents

__ Abstract (a one-page summary of the proposal)

__ Offeror Capability
   1. Resumes of staff
   2. Organizational chart, if applicable
   3. Resumes of subcontractors, if applicable

__ Problem/Needs Statement/Projected Outcomes

__ Proposed Scope of Activities

__ Performance Monitoring and Program Evaluation
   1. Sample evaluation instruments
   2. Sample evaluation reports and outcome data from other programs and services

__ Budget and Cost Explanation
   1. Budget table and cost explanation
   2. Budget narrative justification
Appendices A - F

A. New Mexico Department of Health Strategic Plan ..................33
B. DPCP FY15 Work Plan. .......................................................34
C. Links to Publications and Resources .................................38
D. Intent to Submit Form .........................................................39
E. Contract Terms and Conditions. . . SAMPLE Contract ........40
F. Budget Table and Cost Explanation ...................................58
G. Campaign Contribution Disclosure Form .............................60
APPENDIX A: NMDOH Strategic Plan Fiscal Year 2014-2016

This Request for Proposals aligns with the New Mexico Department of Health’s Strategic Plan Fiscal Year 2014-2016, Result 1: Improved Health Outcomes for the People of New Mexico.

The entire Plan is available at: http://nmhealth.org/publication/plan/?size=3&page=2
This plan includes long term and annual strategies that will help DPCP achieve our goals to 1) prevent or delay diabetes; 2) prevent complications, disabilities and burden associated with diabetes; and 3) eliminate diabetes and chronic disease-related health disparities. Note: the program’s detailed activities are not included in this abbreviated version of the work plan.

DPCP’s overarching program priority populations are 1) People at risk for diabetes (PRD) and 2) Adults with diabetes (AWD). Our project priority populations are 1) Adults with prediabetes (AWPD); 2) Low income adults; 3) Hispanic adults; 4) American Indians; 5) African American/Black adults; 6) Persons 60 years and older; 7) Women who have had gestational diabetes; 8) Public Health Division Southeast and Southwest Regions; 9) Tribes; and 10) Adults with one or more chronic health conditions. If a specific geographic area is not designated, the geographic area targeted is statewide. Other populations may be targeted as needed for specific initiatives (e.g. Spanish speaking, underinsured, uninsured)

### GOAL 1: PREVENT OR DELAY DIABETES

<table>
<thead>
<tr>
<th>Strategy 1</th>
<th>Performance Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Increase the reach, capacity and sustainability of NM’s National Diabetes Prevention Program (National DPP) through infrastructure building.</strong></td>
<td>1) Number and location of recognized (or pending recognition) NDPP sites in NM 2) Number of National DPP participants in programs tracked by DPCP 3) Number of lifestyle coach trainings 4) Number of lifestyle coaches trained 5) Number of health plans and/or worksites covering the NDPP as a benefit 6) The average percent weight loss achieved by NDPP participants that completed 9 core sessions* 7) # of participants that completed 9 core sessions that achieved at least 5% weight loss* 8) % of participants that completed 9 core sessions that achieved at least 5% weight loss* 9) Referral system RFP awarded 10) Number and type of TA DPCP provides to sites, e.g. monthly calls</td>
</tr>
<tr>
<td><strong>Priority Population(s): Organizations and health professionals that serve, employ or cover ARD and AWPD</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategy 1.1</th>
<th>Performance Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Promote awareness of prediabetes among people at high risk for type 2 diabetes</strong></td>
<td>1) Prevalence (%) of people with self-reported prediabetes 2) Number of education/marketing initiatives and/or communication campaigns that raise awareness of risk factors for diabetes, prediabetes, and the National DPP among professionals who serve adults with prediabetes and at risk for diabetes) 3) Number of professionals trained about prediabetes and/or the National DPP via on-line course or other means. 4) Marketing and promotion system RFP awarded</td>
</tr>
<tr>
<td><strong>Priority Population(s): Organizations and health professionals that serve AWPD and ARD; state government</strong></td>
<td></td>
</tr>
</tbody>
</table>

<p>| Strategy 1.2 | Performance Measures |</p>
<table>
<thead>
<tr>
<th>Engage partners in identifying and referring women with gestational diabetes (GDM) to the National DPP.</th>
<th>1) Number of partners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority Population(s): Women at risk for or with gestational diabetes</td>
<td></td>
</tr>
</tbody>
</table>

**Strategy 1.3**

**Performance Measures**

<table>
<thead>
<tr>
<th>Support tribal youth diabetes prevention (TYDP) through environmental approaches that promote health and support and reinforce healthful behaviors</th>
<th>1) Number of tribes funded by DPCP to implement environmental approaches that promote health and support and reinforce healthful behaviors</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) Number of tribes represented at DOH-sponsored TYDP trainings</td>
<td></td>
</tr>
<tr>
<td>3) Total number or environmental/policy changes proposed by tribes</td>
<td></td>
</tr>
</tbody>
</table>

**Priority Population(s): American Indians**

**Strategy 1.4**

**Performance Measure**

<table>
<thead>
<tr>
<th>Use existing and new data sets for diabetes specific and coordinated chronic disease surveillance and planning</th>
<th>1) Number of new data sets used for surveillance and planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) Number and type of GIS maps</td>
<td></td>
</tr>
</tbody>
</table>

**Priority Population(s): People at risk for diabetes and Adults with prediabetes with or without other chronic conditions**

---

**GOAL 2: PREVENT COMPLICATIONS, DISABILITIES AND BURDEN ASSOCIATED WITH DIABETES**

**Strategy 2**

**Performance Measures**

<table>
<thead>
<tr>
<th>Increase participation in ADA-recognized, AADE-accredited, and/or Stanford licensed diabetes self-management education (DSME) programs.</th>
<th>1) Proportion of people with diabetes in selected settings who have at least one encounter at an a) ADA-recognized or AADE-accredited program and b) a Stanford licensed DSME program</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) Number of Stanford licensed DSM programs</td>
<td></td>
</tr>
<tr>
<td>3) Number of DSMP workshops provided</td>
<td></td>
</tr>
<tr>
<td>4) Number and proportion of people with diabetes who complete DSMP workshops (i.e. participate in at least 4 of the 6 sessions)</td>
<td></td>
</tr>
</tbody>
</table>

**Priority Population(s): AWD and Older AWD**

**Strategy 2.1**

**Performance Measure**

<table>
<thead>
<tr>
<th>Work with the Heart Disease Stroke Prevention program (HDSP) and health system partners to increase blood pressure self-management.</th>
<th>1) Number of health systems assessed Number of Chronic Care Model (CCM) interventions selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority Population(s): Adults ≥ 18 years of age</td>
<td></td>
</tr>
</tbody>
</table>

**Strategy 2.2**

**Performance Measure**

<table>
<thead>
<tr>
<th>Work with the CDPCB’s Heart Disease/Stroke Prevention Program (HDSP) to promote awareness of high blood pressure among patients</th>
<th>Proportion of adults in the state aware they have high BP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority Population(s): Adults ≥ 18 years of age</td>
<td></td>
</tr>
<tr>
<td>Strategy 2.3</td>
<td>Performance Measures</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------</td>
</tr>
</tbody>
</table>
| **Provide at least 22 Kitchen Creations cooking schools in at least 17 counties.** | 1) Number of KC cooking schools  
2) Number of participants  
3) % of participants who have diabetes  
4) % of participants who are age ≥ 60  
5) % of Hispanic participants  
6) % of American Indian participants  
7) Number and % of American Indian participants  
8) % of African American participants  
9) # of counties  
10) % of schools in rural/frontier areas  
11) # of KC schools taught in Spanish  
12) % surveyed participants self-reported that they understood the strategies necessary to plan and prepare healthy meals.  

Priority Population(s): Adults with diabetes |

<table>
<thead>
<tr>
<th>Strategy 2.4</th>
<th>Performance Measure</th>
</tr>
</thead>
</table>
| **Expand Stanford-licensed CDSMP to priority areas and connect these resources to other CD prevention and management resources such as National DPP and Stanford-licensed DSMP** | 1) Number of counties offering at least one 6-week CDSMP workshop  
2) % of CDSMP workshop participants completing 4 of 6 sessions  

Priority Population(s): Adults at risk for diabetes and with prediabetes, adults with diabetes, adults with other chronic conditions |

<table>
<thead>
<tr>
<th>Strategy 2.5</th>
<th>Performance Measure</th>
</tr>
</thead>
</table>
| **Maintain the percentage of people with diabetes who complete intake on NM Tobacco Use Prevention and Control Program’s (TUPAC) telephone and web-based tobacco cessation services.** | Number of people with diabetes who complete intake on NM tobacco cessation services  

Priority Population(s): Adults with diabetes |

<table>
<thead>
<tr>
<th>Strategy 2.6</th>
<th>Performance Measures</th>
</tr>
</thead>
</table>
| **Disseminate diabetes management resources to professionals, especially those who serve priority populations.** | 1) Number of diabetes management resources disseminated  
2) Number of individuals or organizations reached  

Priority Population(s): Professionals who serve adults with diabetes |

<table>
<thead>
<tr>
<th>Strategy 2.7</th>
<th>Performance Measure</th>
</tr>
</thead>
</table>
| **Disseminate and measure the impact, when possible, of diabetes management messaging (e.g. PSAs) for providers and the public, with a focus on priority populations. (CL)** | Number and timing of diabetes management messages (e.g. specific health focus month like Diabetes Awareness Month in November)  

Priority Population(s): Adults with diabetes |

<table>
<thead>
<tr>
<th>Strategy 2.8</th>
<th>Performance Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use existing and new data sets for diabetes specific and coordinated chronic disease surveillance and planning.</td>
<td>Number of new data sets used for surveillance and planning</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Priority Population(s): People at risk for diabetes and Adults with diabetes with or without other chronic conditions</td>
<td></td>
</tr>
</tbody>
</table>

**GOAL 3: ELIMINATE DIABETES AND CHRONIC DISEASE-RELATED HEALTH DISPARITIES**

<table>
<thead>
<tr>
<th>Strategy 3</th>
<th>Performance Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintain the number of programmatic and/or CDPCB efforts that build internal and external capacity to eliminate diabetes and other chronic condition related health disparities.</td>
<td>Number of efforts</td>
</tr>
<tr>
<td>Priority Population(s): Select populations disproportionately affected by diabetes and other chronic conditions</td>
<td></td>
</tr>
</tbody>
</table>

**Strategy 3.1**

<table>
<thead>
<tr>
<th>Performance Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner with TUPAC to increase the number of tribes or pueblos educating their community on the dangers of secondhand smoke and its effect on diabetes and other chronic conditions.</td>
</tr>
<tr>
<td>Priority Population(s): Tribes and pueblos</td>
</tr>
</tbody>
</table>

**Strategy 3.2**

<table>
<thead>
<tr>
<th>Performance Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner with internal and external organizations that support the work of Community Health Workers (CHWs) in chronic disease prevention and management, including provision of professional development opportunities and CHW certification.</td>
</tr>
<tr>
<td>Priority Population(s): Organizations that employ CHWS to assist adults at risk for diabetes, adults with diabetes and adults with other chronic conditions.</td>
</tr>
</tbody>
</table>
APPENDIX C: Links to Publications and Resources

American Diabetes Association
http://www.diabetes.org/

Centers for Disease Control and Prevention, Division of Diabetes Translation
http://www.cdc.gov/diabetes/home/index.html

Federal Plain Language Guidelines
http://www.plainlanguage.gov/howto/guidelines/FederalPLGuidelines

Guide to Community Preventive Services – Diabetes Prevention and Control
http://www.thecommunityguide.org/diabetes/index.html

Healthy People 2020 - Diabetes
http://www.healthypeople.gov/2020/topics-objectives/topic/diabetes

National Diabetes Education Program
http://ndep.nih.gov/

New Mexico Department of Health Diabetes Prevention and Control Program
http://nmhealth.org/about/phd/cdb/dpcp/
http://archive.diabetesnm.org/

New Mexico Indicator-Based Information System (NM-IBIS)
https://ibis.health.state.nm.us/home/Welcome.html

Stanford School of Medicine Chronic Disease Self-Management Program
http://patienteducation.stanford.edu/programs/cdsmp.html

U.S. Department of Health and Human Services National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards)
https://www.thinkculturalhealth.hhs.gov/Content/clas.asp
APPENDIX D: Intent to Submit Form
REQUESTS FOR PROPOSALS
DIABETES PREVENTION AND CONTROL PROGRAM

The Intent to Submit Form shall be signed and returned to the Procurement Agent no later than close of business on **March 9, 2015**. Only potential Offerors who return this completed form will receive copies of all Offerors’ written questions and the Agency’s written responses to those questions, as well as RFP amendments, if any are issued. **Offerors that do not opt to complete this form will continue to be eligible to submit a response to this RFP** by the stated deadline but are not guaranteed to receive updates and other important information pertaining to the RFP prior to their submission of a proposal.

The form shall be signed and dated by the Offeror's representative. The form may be hand-delivered or sent by registered or certified mail and **must be received by the close of business on March 9, 2015**.

Please review the Offeror Qualifications (Section II, Paragraph C.18). Qualified Offerors shall submit the following information.

NAME ORGANIZATION ____________________________________________

NAME OF CONTACT ____________________________________________

PHONE ______________________ FAX ______________________

E-MAIL ____________________________________________

MAILING ADDRESS ____________________________________________

CITY ______________________ STATE _______ ZIP CODE ________________

SIGNATURE ______________________ DATE ______________________

The above contact name and address will be used for all correspondence related to the Request for Proposal.

Please return this form to:

Christopher Lucero
DOH/PHD/CDPCB/DPCP
5301 Central Avenue NE
Suite 800
Albuquerque, New Mexico 87108
Telephone: (505) 222-8605
Christopher.Lucero@state.nm.us
APPENDIX E: CONTRACT TERMS AND CONDITIONS

SAMPLE PROFESSIONAL SERVICES CONTRACT

(Note: This is not the actual Scope of Work or contract to be used in response to this RFP. It is merely a SAMPLE.) A contract will be negotiated between the DEPARTMENT and the selected contractor upon award.

STATE OF NEW MEXICO

NEW MEXICO DEPARTMENT OF HEALTH

PROFESSIONAL SERVICES CONTRACT

This CONTRACT is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as “DEPARTMENT”, and Awardee, hereafter referred to as “CONTRACTOR”, and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (“DFA”).

IT IS AGREED BETWEEN THE PARTIES:

1. **SCOPE OF WORK**

   The CONTRACTOR shall perform the following work:

   **Scope of Work Component 1**
   1. Develop, implement and evaluate health care provider and consumer messaging and marketing strategies and/or tools that educate health care providers and/or consumers about:
      a. Prediabetes and diabetes;
      b. Risk factors for diabetes;
      c. Related chronic conditions (e.g. obesity, heart disease, stroke);
      d. The National Diabetes Prevention Program (NDPP)
      e. The Chronic Disease Self-Management Program/Manage your Chronic Disease (CDSMP/MyCD)
      f. The Diabetes Self-Management Program (DSMP - English and Spanish); and
      g. Other community based services and programs that help people prevent and/or manage these chronic conditions.

   2. Develop, implement and evaluate health care provider and consumer market value strategies, materials and/or campaigns that demonstrate the benefits of the Diabetes Prevention and Control Program’s (DPCP) evidence-based prevention and self-management programs which include the NDPP, CDSMP/MyCD, and DSMP for adults with prediabetes or at risk for diabetes, adults with type 2 diabetes, and adults with one or more chronic health conditions.

   3. Develop, implement and evaluate health care provider and consumer promotional strategies that raise awareness among health care providers and priority populations, including state government employees and those in rural areas and in communities of highest need, of the availability of evidence-based prevention and self-management programs.
4. Develop strategies that address health care provider and consumer pain points and/or barriers that prohibit adults from accessing or participating in evidence-based prevention and self-management programs.

5. Work with DOH, the referral system awardee, and health system partners/contractors to align and coordinate marketing, promotion and referral efforts.

6. Develop a logo for the Heart Disease Stroke Prevention Program.

7. Work with the Department to evaluate marketing and promotion efforts.

**Scope of Work Component 2**
1. Develop, implement and evaluate a comprehensive referral system for evidence-based programs, including the NDPP, the CDSMP/MyCD and DSMP and others to be determined. The referral system will be developed primarily for health care settings that refer patients to community-based programs. The system will be in alignment and establish connections with mechanisms that allow for self-referral (e.g. websites, toll free numbers). A priority will be placed on health care settings that serve populations that experience chronic disease-related health disparities (e.g. those living in poverty). The system will also:
   a. be in compliance with the Health Insurance Portability and Accountability Act (HIPAA);
   b. Include mechanisms for post-referral and post-program participation feedback to an individual’s health care provider, which may involve use of the Electronic Health Record (EHR), patient portals and other information technology.

2. Identify priority geographic areas to build the referral system.

3. Build infrastructure by:
   a. Reaching out to federally qualified health centers and other primary care settings in priority areas to determine readiness and capacity to implement a referral system for evidence-based programs.
   b. Selecting sites for the referral system that incorporate use of the patient-centered medical home and that utilize the Electronic Health Record (EHR) whenever possible.
   c. Implementing use of the EHR system to identify patients:
      1) with chronic conditions (prediabetes, diabetes, hypertension) to refer them to appropriate programs such as the NDPP, CDSMP/MyCD or DSMP.
      2) who are using other health services (e.g., getting a flu shot, getting a blood pressure reading, breast and cervical cancer screening) to refer them to appropriate programs such as the NDPP, CDSMP/MyCD or DSMP.
   d. Training site staff and provide technical assistance to selected sites as they implement the system.

4. Identify other systems or entities (e.g. websites, toll free numbers) that could support self-referral mechanisms for programs such as the NDPP, CDSMP/MyCD or DSMP. Incorporate these systems into the comprehensive referral system.
5. Work with DOH, the marketing/promotion awardee, and health system partners/contractors to align and coordinate marketing, promotion and referral efforts.

6. Work with the Department to evaluate efforts to build a referral system.

**Scopes of Work Components 1 and 2**

7. Work with DPCP contract monitor to make a concerted effort to deliver services to organizations and individuals who serve populations and geographic areas disproportionately affected by diabetes.

8. Identify DPCP in any published documents, media presentations, training programs, training materials, brochures, and any other materials which are developed under the Scope of Work or through the DPCP funding.

9. Submit any materials developed for public or media distribution to include advertising or media campaigns, pamphlets, brochures, public service announcements to the DPCP Program Manager and the Department of Health Communications Director for approval at least three weeks prior to finalization and distribution.

10. Ensure diversity of programs and structure. Ensure that programs offered meet the federal cultural and linguistic access standards to better serve the target population and to maintain or build broad diversity.

11. Participate in collaborations with relevant stakeholders through calls, meetings, trainings, etc.

12. Evaluate the effectiveness of activities in this Scope of Work by June 30, 2015.
   a. Work with the DPCP contract monitor, evaluator and participating organizations to develop and submit an evaluation plan to DPCP for approval two months after execution of the contract. Evaluation plan must include components that answer the Results Based Accountability (RBA) and Supplemental Performance Measures below.
   b. Submit with each invoice, a DPCP contractor narrative report that includes activities of the billing period.
   c. Collect and submit demographic and other data as required by the DPCP.
      a. Prepare and deliver semi-annual evaluation reports
      d. Submit, no later than June 30, 2015, a final report describing outcomes, successes and challenges of this scope of work in a format specified by the DPCP.

13. The CONTRACTOR shall substantially perform the following Performance Measures:
   Population Performance Measures:
      a. Pursuant of the Department of Health Strategic Plan 2015,
         Result 1: Improved Health Outcomes for the People of New Mexico;
         Objective: Encourage effective management of diabetes.
      b. Pursuant of supplemental performance measures dated 04/10/14, Prevent and control chronic disease:
i. Number of health care providers receiving professional education on chronic disease prevention and/or control (Scope of Work 1 only);
ii. Number of New Mexicans exposed to chronic disease education messages through public education campaigns and/or services (Scope of Work 1 only);
iii. Number of agencies organizations and/or individuals collaborating on reducing chronic diseases;
iv. Number of agencies, organizations and/or individuals collaborating on reducing chronic disease inequities;
v. Number of chronic disease related programs, initiatives, or services that are being evaluated.

c. Pursuant of Results Based Accountability (RBA) performance measures:
   i. How much did we do? (e.g. # of customers served and # of activities);
   ii. How well did we do it? (e.g. % common measures and % activity-specific measures);
   iii. Is anyone better off? (e.g. % change in skills/knowledge, % change in attitude/opinion, % change in behavior, and % change in circumstances).

General Provision
Performance is monitored and evaluated by DPCP staff through regular meetings, work reviews, and contractor narrative reports. Submit final contractor narrative reports by June 30, 2015.

Component 1 FY 15 Deliverables by June 30, 2015
<table>
<thead>
<tr>
<th>FY15 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Focus groups for existing NDPP marketing materials</td>
</tr>
<tr>
<td>Marketing and Promotion Implementation Plan for subsequent years</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

Component 2 FY 15 Deliverables by June 30, 2015
<table>
<thead>
<tr>
<th>FY15 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information gathering from relevant stakeholders</td>
</tr>
<tr>
<td>Implementation Plan for subsequent years</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

2. LICENSURE
The CONTRACTOR agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the DEPARTMENT. The CONTRACTOR agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the DEPARTMENT if requested in writing.

3. COMPENSATION
A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables such compensation not to exceed (Amount TBD), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this CONTRACT totaling (Amount TBD) shall be paid by the DEPARTMENT to the Contractor. The total amount payable to the Contractor under this CONTRACT, including gross receipts tax and expenses, shall not exceed (Amount TBD). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. The Department shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of Amount TBD in FY15. Payment in FY15 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

The Department shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of Amount TBD in FY16. Payment in FY16 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

The Department shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of Amount TBD in FY17. Payment in FY17 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to
Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

The Department shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of Amount TBD in FY18. Payment in FY18 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the DEPARTMENT finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the DEPARTMENT that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DEPARTMENT shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. TERM
THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION. This CONTRACT shall terminate on June 30, 2018, unless terminated pursuant to Article 5 (Termination), infra or Article 6 (Appropriations). In accordance with NMSA 1978, Section 13-1-150 no contract term, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

5. TERMINATION
A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this CONTRACT based upon the DEPARTMENT’s uncured, material breach of this CONTRACT.
B. Notice: Agency Opportunity to Cure.
   1. Except as otherwise provided in Paragraph (5)(B)(3), the DEPARTMENT shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   2. Contractor shall give DEPARTMENT written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the DEPARTMENT’s material breaches of this CONTRACT upon which the termination is based and (ii) state what the DEPARTMENT must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the DEPARTMENT does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the DEPARTMENT does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
   3. Notwithstanding the foregoing, this CONTRACT may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the DEPARTMENT; (ii) if, during the term of this CONTRACT, the Contractor is suspended or debarred by the Central Purchasing Office; or (iii) the CONTRACT is terminated pursuant to Paragraph 6, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this CONTRACT, the Department’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this CONTRACT. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DEPARTMENT’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS CONTRACT.

D. Termination Management. If this CONTRACT is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon receipt by either the DEPARTMENT or the CONTRACTOR of written notice of termination, the CONTRACTOR shall:
   1) not incur any further obligations for salaries, services or any other expenditures of funds under this CONTRACT without the written approval of the DEPARTMENT;
   2) continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the DEPARTMENT during the period of termination management. This requirement is not avoided by an inadvertent
expiration of term for the CONTRACT. In this event the DEPARTMENT may temporarily extend the term, enter into a new short term contract or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed;
3) comply with all directives issued by the DEPARTMENT in the notice of termination as to the performance of work under this CONTRACT;
4) take such action as the DEPARTMENT shall direct for the protection, preservation, retention or transfer of all property titled to the DEPARTMENT and client records generated under this CONTRACT on the date of termination of this CONTRACT, the CONTRACTOR shall furnish to the DEPARTMENT:
   (a) a complete detailed inventory of nonexpendable DEPARTMENT property as defined in Article 21 (Property) of this CONTRACT, and
   (b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this CONTRACT regarding financial records.

6. APPROPRIATIONS
   A. The terms of this CONTRACT are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the DEPARTMENT, this CONTRACT may be terminated or amended to a lower amount of funds upon written notice given by the DEPARTMENT to the CONTRACTOR. If the DEPARTMENT proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

   B. The decision of the DEPARTMENT as to the amount of CONTRACT funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.

7. STATUS OF CONTRACTOR
   The CONTRACTOR, its agents and employees, are independent contractors performing professional services for the DEPARTMENT and are not employees of the DEPARTMENT. The CONTRACTOR, and its agents and employees, shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. CONTRACTOR, its agents and employees shall not be entitled to any of the benefits afforded employees of the DEPARTMENT including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this CONTRACT. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. The CONTRACTOR agrees not to purport to bind the State of New Mexico unless the
CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority, provided that CONTRACTOR may perform assigned duties within the scope of work that does not contractually bind the State of New Mexico.

8. **GOVERNING BODIES**
The parties agree that if the CONTRACTOR has one or more Governing Bodies, the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent or agents. By such delegation, employees and/or agents of the CONTRACTOR must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.

9. **ASSIGNMENT**
The CONTRACTOR shall not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the DEPARTMENT.

10. **SUBCONTRACTING**
The CONTRACTOR shall not subcontract any portion of the services to be performed under this CONTRACT without the prior written approval of the DEPARTMENT. No such subcontract shall relieve the primary CONTRACTOR from its obligations and liabilities under this CONTRACT, nor shall any subcontract obligate direct payment from the Procuring DEPARTMENT.

11. **RECORDS AND FINANCIAL AUDIT**
   A. The CONTRACTOR shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the CONTRACT term and retain them for a period of three (3) years from the date of final payment under the CONTRACT. The records shall be subject to inspection by the DEPARTMENT, the Department of Finance and Administration and the State Auditor. The DEPARTMENT shall have the right to audit billings both before and after payment; payment under this CONTRACT shall not foreclose the right of the DEPARTMENT to recover excessive or illegal payments.

   B. The CONTRACTOR receiving state or federal funds from the DEPARTMENT shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the CONTRACTOR is determined to be a subrecipient and not a vendor under the federal Single Audit Act, the CONTRACTOR shall comply with the audit requirements of the Single Audit Act. This includes the CONTRACTOR retaining its financial records for a period of five years after the time the audit was released.

   C. If the CONTRACTOR receives more than $250,000 under this CONTRACT or more than $250,000 in any single fiscal year, from the DEPARTMENT, the
CONTRACTOR shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The CONTRACTOR shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA’s audit or opinion available to the DEPARTMENT upon request.

E. Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the CONTRACTOR’S fiscal year.

F. To ensure proper delivery and receipt, the CONTRACTOR shall submit their annual audit report or financial reports (if no audit was required to):

Department of Health
Financial Accounting CDPCB Chief Suite N-3150
P.O. Box 26110
Santa Fe, New Mexico 87502-6110

G. The Department may take corrective action as deemed necessary for CONTRACTOR’S failure to comply with 11-A through 11-F above. Corrective action may include, but is not limited to, termination of CONTRACT and preclusion from engaging CONTRACTOR in the future.

12. **RELEASE**

Final payment of the amounts due under this CONTRACT shall operate as a release of the DEPARTMENT, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this CONTRACT.

13. **PRODUCT OF SERVICES COPYRIGHT**

A. All materials or products developed or acquired by the CONTRACTOR under this CONTRACT shall become the property of the State of New Mexico and shall be delivered to the DEPARTMENT no later than the termination date of this CONTRACT. Nothing produced, in whole or in part, by the CONTRACTOR under the CONTRACT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

B. Client information developed under this CONTRACT may not be used by the CONTRACTOR or be transferred to a third party in any form, including aggregate data, without the express written permission of the DEPARTMENT, except to fulfill the provisions of the Scope of Work under this CONTRACT.

14. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

A. The CONTRACTOR represents and warrants that it presently has no interest and, during the term of this CONTRACT, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the CONTRACT.
B. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this CONTRACT, will continue to comply with, and that this CONTRACT complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this CONTRACT any DEPARTMENT employee while such employee was or is employed by the DEPARTMENT and participating directly or indirectly in the DEPARTMENT’s contracting process;

2) this CONTRACT complies with Section 10-16-7(A) NMSA 1978 because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this CONTRACT was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this CONTRACT and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the DEPARTMENT's making this CONTRACT;

4) this CONTRACT complies with Section 10-16-9(A) NMSA 1978 because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this CONTRACT is not a sole source or small purchase contract, and this CONTRACT was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this CONTRACT or any procurement related to this CONTRACT; and
6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the CONTRACTOR has not contributed, and during the term of this CONTRACT shall not contribute, anything of value to a public officer or employee of the DEPARTMENT.

C. CONTRACTOR’s representations and warranties in Paragraphs A and B of this Article 14 are material representations of fact upon which the DEPARTMENT relied when this CONTRACT was entered into by the parties. CONTRACTOR shall provide immediate written notice to the DEPARTMENT if, at any time during the term of this CONTRACT, CONTRACTOR learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this CONTRACT or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR’s representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this CONTRACT or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the DEPARTMENT and notwithstanding anything in the CONTRACT to the contrary, the DEPARTMENT may immediately terminate the CONTRACT.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 14.

15. **AMENDMENT**
   A. This CONTRACT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in State and Department policy, this CONTRACT shall be amended to comport with current policy, rules, regulations and law.

   B. If the DEPARTMENT proposes an amendment to the CONTRACT to unilaterally reduce funding due to budget or other considerations, the CONTRACTOR shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the CONTRACT pursuant to the termination provisions as set forth in Article 5 herein, or to agree to the reduced funding.

16. **MERGER**
   This CONTRACT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT. All attachments are incorporated and made a part of this CONTRACT.

17. **SEVERABILITY**
   If any portion of this CONTRACT is determined to be void, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, the remainder of this CONTRACT will remain in full force and effect.
18. **INDEMNIFICATION**
The CONTRACTOR shall defend, indemnify and hold harmless the DEPARTMENT and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this CONTRACT, caused by the negligent act or failure to act of the CONTRACTOR, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this CONTRACT. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any officer, agent, employee, servant or subcontractor under this CONTRACT is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the DEPARTMENT and the Risk Management Division of the New Mexico General Services Department by certified mail.

19. **LIABILITY INSURANCE**
The parties to this CONTRACT shall maintain professional or general liability insurance, as applicable, for all services provided under this CONTRACT and shall supply evidence of such coverage upon the Departments’ request.

20. **CLIENT RECORDS AND CONFIDENTIALITY**
A. The CONTRACTOR shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DEPARTMENT.

B. The CONTRACTOR shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DEPARTMENT.

C. The CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the CONTRACTOR may reasonably be expected to have access to Departments’ Protected Health Information (PHI) as defined by HIPAA, CONTRACTOR shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 (Termination) of this CONTRACT.
21. **PROPERTY**
   A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase CONTRACT, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under this CONTRACT shall immediately vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR under this CONTRACT, shall immediately vest in the DEPARTMENT upon 1) issuance for use of such property in the performance of this CONTRACT or 2) use of such property in the performance of this CONTRACT or 3) reimbursement of the cost thereof by the DEPARTMENT, whichever first occurs.

   B. Title to the DEPARTMENT property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

   C. The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of DEPARTMENT property so as to assure its full availability and usefulness for performance under this CONTRACT. In the event the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to DEPARTMENT property during the period of this CONTRACT, it shall use the proceeds to repair or replace the DEPARTMENT property.

22. **APPLICABLE LAW**
   The laws of the State of New Mexico shall govern this CONTRACT, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this CONTRACT, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this CONTRACT.

23. **EQUAL OPPORTUNITY COMPLIANCE**
   The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this CONTRACT. If Contractor is found not to be in compliance with these requirements during the life of this CONTRACT, Contractor agrees to take appropriate steps to correct these deficiencies.

24. **WORKERS’ COMPENSATION ACT**
   The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the
Workers Compensation Act and applicable rules when required to do so, this CONTRACT may be terminated by the DEPARTMENT.

25. **POLITICAL ACTIVITY**
No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

26. **LOYBERGY**
The CONTRACTOR shall not use any funds provided under this CONTRACT, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law.

27. **PENALTIES FOR VIOLATION OF LAW**
The Procurement Code, NMSA 1978, Sections 13-1-28 to 13-1-199, imposes both criminal and civil penalties for violation of its provisions. New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

28. **GRANT**
No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

29. **NON-WAIVER**
The failure of a party to insist upon strict adherence to any provision of this CONTRACT on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this CONTRACT.

30. **NOTICES**
Any notice required to be given by this CONTRACT will be in writing and will be delivered in person, by electronic facsimile, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
To the DEPARTMENT: New Mexico Department of Health  
P.O. Box 26110  
1190 St. Francis Drive,  
Santa Fe, NM 87502-6110

To the CONTRACTOR: Insert CONTRACTOR name.  
Insert point of contact name.  
Insert CONTRACTOR Address.  
Insert City, State & Zip.

31. **AUTHORITY**
If CONTRACTOR is other than a natural person, the individual(s) signing this CONTRACT on behalf of CONTRACTOR represent and warrant that he or she has the power and authority to bind CONTRACTOR, and that no further action, resolution, or approval from CONTRACTOR is necessary to enter into a binding contract.

32. **New Mexico Employees Health Coverage.**
   A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

   B. Contractor agrees to maintain a record of the number of employees who have:
      1) accepted health insurance;
      2) declined health insurance due to other health insurance coverage already in place; or
      3) declined health insurance for other reasons.

      These records are subject to review and audit by a representative of the state.

   C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: [http://insurenewmexico.state.nm.us/](http://insurenewmexico.state.nm.us/).

33. **Employee Pay Equity Reporting.**
   Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial
submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

34. **Invalid Term or Condition.**
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. **Enforcement of Agreement.**
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
IN WITNESS WHEREOF the parties have executed this CONTRACT at Santa Fe, New Mexico. The effective date is the date of approval by the Department of Finance and Administration set out hereinafter.

STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH: CONTRACTOR:

By: ________________________________ By: ________________________________

__________________________________
Authorized Signature Designee

__________________________________
Title:

_______________________________
Date: ______________________________

________________________________
Date: ______________________________

By: ________________________________
Chief Financial Officer

Date: ______________________________

CERTIFIED FOR LEGAL SUFFICIENCY:

By: ________________________________ Date: ________________________________

________________________________
Department of Health
Assistant General Counsel

TAXATION AND REVENUE:

The CONTRACTOR is registered for the payment of gross receipts taxes to the State of New Mexico.

N.M. Tax Identification #:

By: ________________________________ Date: ________________________________

________________________________
Taxation and Revenue Department

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: ________________________________ Date: ________________________________

State Contracts Officer
**APPENDIX F: Budget Table and Cost Explanation**

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<th>Activity Deliverables</th>
<th>Budget Amount</th>
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</thead>
<tbody>
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<td>Focus groups for Providers that serve Spanish speaking adults</td>
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<td># at $___ per focus group</td>
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</tr>
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<td>NDPP promotional materials for providers that serve Spanish speaking adults</td>
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<tr>
<td># at $___ per promotional material</td>
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</tr>
<tr>
<td>NDPP educational materials for providers that serve Spanish speaking adults</td>
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</tr>
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<td># at $____ per educational material</td>
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<tr>
<td><strong>INITIATIVE TOTAL</strong></td>
<td>$____.00</td>
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**INSTRUCTIONS:** Copy and paste Budget Table and Justification format from below into the Budget and Cost Explanations section of the proposal. Right-click to add or delete rows as needed. Include the “PROPOSAL GRAND TOTAL” as the final row of your proposal Budget Table and Cost Explanation.

Initiative: ________________________________

<table>
<thead>
<tr>
<th>Activity Deliverables</th>
<th>Budget Amount</th>
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<td><strong>INITIATIVE TOTAL</strong></td>
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Cost Explanation:
Initiative: ________________________________

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<th>Deliverables</th>
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INITIATIVE TOTAL

Cost Explanation:

PROPOSAL GRAND TOTAL
APPENDIX G

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative
or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: __________________________________________________________
Relation to Prospective Contractor: _____________________________________________
Name of Applicable Public Official: _____________________________________________
Date Contribution(s) Made: ___________________________________________________
Amount(s) of Contribution(s): ________________________________________________
Nature of Contribution(s): ____________________________________________________
Purpose of Contribution(s): __________________________________________________

(Attach extra pages if necessary)

___________________________  _________________________
Signature                  Date

___________________________
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE** to an applicable public official by me, a family member or representative.

___________________________  _________________________
Signature                  Date

___________________________
Title (Position)